

State of Arkansas
OFFICE OF STATE PROCUREMENT
1509 West Seventh Street, Room 300
Little Rock, Arkansas 72201-4222

REQUEST FOR QUALIFICATIONS

RFQ Number: SP-11-0231	Buyer: Robin Rogers
Commodity: Meal Provision to support National Level Exercise For the State Emergency Operation Center	RFQ Opening Date: Open ended. Proposals may be submitted any time during the qualification period and any extensions. April 11, 2011 through April 10, 2012
Date: March 7, 2011	RFQ Opening Time: 2:30pm CT

RFQ RESPONSES WILL BE ACCEPTED UNTIL THE TIME AND DATE SPECIFIED ABOVE. THE RFQ RESPONSE ENVELOPE, INCLUDING THE OUTSIDE OF OVERNIGHT PACKAGES, MUST BE SEALED AND SHOULD BE PROPERLY MARKED WITH THE RFQ NUMBER, DATE AND HOUR OF RFQ OPENING AND VENDOR'S RETURN ADDRESS. IT IS NOT NECESSARY TO RETURN "NO BIDS" TO THE OFFICE OF STATE PROCUREMENT.

Vendors are responsible for delivery of their RFQ documents to the Office of State Procurement prior to the scheduled time for opening of the particular RFQ. When appropriate, vendors should consult with delivery providers to determine whether the RFQ documents will be delivered to the OSP office street address prior to the scheduled time for RFQ opening. Delivery providers, USPS, UPS, and FedEx deliver mail to our street address on a schedule determined by each individual provider. These providers will deliver to our offices based solely on our street address.

<u>MAILING ADDRESS:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222 TELEPHONE NUMBER: 501-324-9316	<u>PROPOSAL OPENING LOCATION:</u> Office of State Procurement 1509 West Seventh Street, Room 300 Little Rock, AR 72201-4222
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Company Name: _____

Name (type or print): _____

Title: _____

Address: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Signature: _____

USE INK ONLY. UNSIGNED BIDS WILL NOT BE CONSIDERED

Federal Employer ID Number _____

Social Security Number _____

FAILURE TO PROVIDE TAXPAYER IDENTIFICATION NUMBER MAY RESULT IN PROPOSAL REJECTION

Business Designation (check one):	Individual *	Sole Proprietorship *	Public Service Corp *
	Partnership *	Corporation *	Government/ Nonprofit *

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TYPE OF CONTRACT:	TERM
AGENCY P.R. NUMBER	None

1. MINORITY BUSINESS POLICY: Minority participation is encouraged in this and in all other procurements by state agencies. "Minority" is defined by Arkansas Code Annotated § 1-2-503 as "black or African American, Hispanic American, American Indian or Native American, Asian, and Pacific Islander". The Arkansas Economic Development Commission conducts a certification process for minority businesses. Bidders unable to include minority-owned business as subcontractors "may explain the circumstances preventing minority inclusion".

Check minority type:

African American_____ Hispanic American_____ American Indian_____
Native American_____ Asian_____ Pacific Islander_____

AR Certification number_____

2. EQUAL EMPLOYMENT OPPORTUNITY POLICY: In compliance with Act 2157 of 2005, the Office of State Procurement is required to have a copy of the vendor's Equal Opportunity Policy prior to issuing a contract award. EO Policies may be submitted in electronic format to the following email address: eeopolicy.osp@dfa.state.arkansas.gov, or as a hard copy accompanying the solicitation response. The Office of State Procurement will maintain a file of all vendor EO policies submitted in response to solicitations issued by this office. The submission is a one- time requirement, but vendors are responsible for providing updates or changes to their respective policies, and for supplying EO policies upon request to other state agencies that must also comply with this statute. Vendors that do not have an established EO policy will not be prohibited from receiving a contract award, but are required to submit a written statement to that effect.

3. ACT 157 of 2007 EMPLOYMENT OF ILLEGAL IMMIGRANTS: Pursuant to Act 157 of 2007, all bidders must certify prior to award of the contract that they do not employ or contract with any illegal immigrants in its contract with the State. Bidders shall certify online at:
<https://www.ark.org/dfa/immigrant/index.php/disclosure/submit/new>.

4. ALTERATION OF ORIGINAL RFQ DOCUMENTS: The original written or electronic language of the RFQ documents shall not be changed or altered except by approved written addendum issued by the Office of State Procurement. This does not eliminate an Offeror from taking exception(s) to non-mandatory terms and conditions, but does clarify that the Offeror cannot change the original document's written or electronic language. If the Offeror wishes to make exception(s) to any of the original language, it must be submitted by the Offeror in separate written or electronic language in a manner that clearly explains the exception(s). If Offeror's/Contractor's submittal is discovered to contain alterations/changes to the original written or electronic documents, the Offeror's response may be declared as "non-responsible" and the response shall not be considered.

5. REQUIREMENT OF AMENDMENT: THIS RFQ MAY BE MODIFIED ONLY BY ADDENDUMS WRITTEN AND AUTHORIZED BY THE OFFICE OF STATE PROCUREMENT. Vendors are cautioned to ensure they have received or obtained and responded to any and all addendums to the bid prior to submission. There will be no addendums to a bid 72 hours prior to the RFQ opening. It is the responsibility of the vendor to check the OSP website, <http://www.ark.org/dfa/immigrant/index.php/user/login> for any and all addendums up to that time.

6. DELIVERY OF RESPONSE DOCUMENTS: In accordance with the Arkansas Procurement Law and Regulations, it is the responsibility of vendors to submit RFQ documents at the place, and on or before the date and time, set in the RFQ solicitation documents. RFQ documents received at the Office of State Procurement after the date and time designated for RFQ opening are considered late and shall not be considered. RFQ documents arriving late, which are to be returned and are not clearly marked, may be opened to determine for which RFQ the submission is intended.

7. ADDITIONAL TERMS AND CONDITIONS: The Office of State Procurement objects to, and shall not consider, any additional terms or conditions submitted by an offeror, including any appearing in documents attached as part of an offeror's response. In signing and submitting his proposal, an offeror agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a proposal, shall be grounds for rejecting an RFQ.

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8. PAST PERFORMANCE: In accordance with provisions of The State Procurement Law, R7: 19-11-229 Competitive Sealed Bidding - Bid Evaluation paragraph (E)(i) & (ii): a vendor's past performance with the state may be used in the evaluation of any offer made in response to this solicitation. The past performance should not be greater than three years old and must be supported by written documentation on file in the Office of State Procurement at the time of the RFP opening. Documentation may be in the form of either a written or electronic report, VPR, memo, file or any other appropriate authenticated notation of performance to the vendor files.

9. EO-98-04 GOVERNOR'S EXECUTIVE ORDER: Respondents should complete the Disclosure Forms posted with this request for qualifications.

SECTION 1
GENERAL INFORMATION

1.0 INTRODUCTION

The purpose of this RFQ is to qualify vendor(s) to provide meals to support the National Level Exercise (NLE) conducted by the State Emergency Operations Center (SEOC) May 16 through 20.

This document sets forth requirements to qualify vendors which will result in a qualified vendors list to execute a contract for meal service for the NLE and to establish a qualified vendor list for possible contracts for meal service in the event of a disaster. The Request for Qualifications is open-ended. Providers may submit their qualifications to the Office of State Procurement at any time during the term of qualified vendor list. The Office of State Procurement may add vendors at any time during the term or an authorized extension. The qualified firm(s) or individual(s) will be expected to enter into negotiations with SEOC to further define the services provided and the compensation of such services.

1.1 ISSUING AGENCY

The Office of State Procurement (OSP) issues this RFQ for the State Emergency Operations Center. Vendor questions regarding RFQ related matters should be made through the State's buyer, Robin Rogers, robin.rogers@dfa.arkansas.gov accordingly; reliance on information received other than from the issuing office is at the agency's/offeror's own risk.

1.2 CAUTION TO VENDORS

1. During the time between the RFQ opening and vendor qualification, any contact concerning this RFQ will be initiated by the issuing office and not the vendor. Specifically, the person(s) named herein will initiate all contact.
2. Vendors must submit 1 (one) signed original and 2 (two) copies, **marked copy**, of the RFQ response on or before the date specified on page one of this RFQ. One (1) copy of which must be an electronic version, preferably in MS Word format, on CD or flash drive. Failure to submit the required number of copies with the RFQ may be cause for rejection. If the Office of State Procurement requests additional copies of the response, they must be delivered within twenty-four (24) hours.
3. For a response to be considered, an official authorized to bind the vendor to a resultant contract must have signed the proposal.
4. All official documents and correspondence shall be included as part any resultant contract.
5. The State of Arkansas reserves the right to award a contract or reject a response for any or all listed items of a response received as a result of this RFQ, if it is in the best interest of the State to do so. RFQ responses will be rejected for one or more reasons not limited to the following:
 - a. Failure of vendor to submit his RFQ response on or before the deadline established by the issuing office.
 - b. Failure of the vendor to respond to a requirement for oral/written clarification.
 - c. Failure to supply vendor references.
 - d. Failure to sign the Official RFQ Document.
 - e. Any wording by the vendor in their response to this RFQ, or in subsequent correspondence, which conflicts with or takes exception to a requirement in the RFQ.
 - f. Failure of any proposed service to meet or exceed specifications.

1.3 QUALIFIED VENDORS LIST

This RFQ will result in a Qualified Vendors List. The list shall be established for one year, with six (6) one (1) year extensions or a portion thereof. Vendors may be added as they become qualified through the Office of State Procurement.

1.4 RFQ FORMAT

Any statement in this document that contains the word “**must**” or “**shall**” or “**will**” means that compliance with the intent of the statement is mandatory, and failure by the bidder to satisfy that intent will cause the RFQ response to be rejected. Reference to handbooks or other technical materials as part of a response must not constitute the entire response and vendor must identify the specific page and paragraph being referenced.

1.5 PROPRIETARY INFORMATION

Proprietary information submitted in response to this (RFQ) will be processed in accordance with applicable State of Arkansas procurement procedures. Proposals and documents pertaining to the (RFQ) become the property of the State and shall be open to public inspection subsequent to RFQ opening. It is the responsibility of the Offeror to identify all proprietary information. **The offeror should submit one complete copy of his RFQ response from which any proprietary information has been removed, i.e., a redacted copy.** The redacted copy should reflect the same pagination as the original, show the empty space from which information was redacted, and should be submitted on a CD or flash drive. Except for the redacted information, the redacted copy must be identical to the original hard copy. The offeror is responsible for ensuring the redacted copy on CD/flash drive is protected against restoration of redacted data. The redacted copy will be open to public inspection under the Freedom of Information Act (FOIA) without further notice to the offeror. If you do not send a redacted copy your entire response will be open to public inspection. If the State of Arkansas deems redacted information to be subject to the FOIA, the offeror will be contacted prior to sending out the information.

1.6 RESERVATION

This RFQ does not commit the State Procurement Official to award a contract, to pay costs incurred in the preparation of a response to this RFQ, or to procure or contract for a service. The State reserves the right to accept or reject, in part or in its entirety, any or all RFQ responses received as a result of the RFQ, if it is in the best interest of the State to do so.

1.7 CLARIFICATION OF RFQ AND QUESTIONS

If additional information is necessary to enable offerors to better interpret the information contained in the RFQ, written questions will be accepted until the close of business on March 17, 2011. Offerors questions submitted in writing will be consolidated and responded to at one time. It is anticipated that the consolidated written responses will be posted on the OSP website on or before the close of business on March 22, 2011. Answers to verbal questions may be given as a matter of courtesy and must be evaluated at vendor's risk. **Questions should be sent to:**

robin.rogers@dfa.arkansas.gov

1.8 REQUEST FOR QUALIFICATIONS EVALUATION

OSP will evaluate all responses to ensure all minimum mandatory submission requirements are met. The SEOC Evaluation Team will be responsible for determining which vendors are qualified to meet the requirements listed in the scope of work.

1.9 CONTRACT INFORMATION

Should the State issue a contract as a result of this RFQ, the following shall apply:

- 1.9.1 The State of Arkansas may not contract with another party:
 - a. To indemnify and defend that party for any liability and damages. However, the State Procurement Official may agree to hold the other party harmless from any loss or claim resulting directly from and attributable to the State's use or possession of equipment or software and reimburse that party for the loss caused solely by the State's uses or possession.
 - b. Upon default, to pay all sums to become due under a contract.
 - c. To pay damages, legal expenses or other costs and expenses of any party.
 - d. To continue a contract once the equipment has been repossessed.
 - e. To conduct litigation in a place other than Pulaski County, Arkansas.
 - f. To agree to any provision of a contract which violates the laws or constitution of the State of Arkansas.
- 1.9.2 A party wishing to contract with the State of Arkansas should:
 - a. Remove any language from its contract which grants to it any remedies other than:
 - i. The right to possession.
 - ii. The right to accrued payments.
 - iii. The right to expenses of de-installation.
 - iv. The right to expenses of repair to return equipment to normal working order, normal wear and tear excluded.
 - v. The right to recover only amounts due at the time of repossession and any unamortized nonrecurring cost as allowed by Arkansas Law.
 - b. Include in its contract that the laws of the State of Arkansas govern the contract.

1.10 DEFINITION OF TERMS

The State Procurement Official has made every effort to use industry-accepted terminology in this RFQ and will attempt to further clarify any point of item in question as indicated in "Clarification of RFQ and Questions". The words "respondent", "offeror" and "vendor" are used as synonyms in this document.

RFQ: Request for Qualifications
OSP: Office of State Procurement
SEOC: State Emergency Operations Center
NLE: National Level Exercise

1.11 CONDITIONS OF CONTRACT

In the event of any contract award to a qualifying offeror as a result of this RFQ, that offeror shall at all times observe and comply with federal and State laws, local laws, ordinances, orders, and regulations existing at the time of or enacted subsequent to the execution of a resulting contract which in any manner affect the completion of the work. The qualified vendor shall indemnify and save harmless the agency and all its officers, representatives, agents, and employees against any claim or liability arising from or based upon the violation of any such law, ordinance, regulation, order or decree by an employee, representative, or subcontractor of the successful offeror.

1.12 STATEMENT OF LIABILITY

The State will demonstrate reasonable care, but shall not be liable in the event of loss, destruction or theft of any contractor owned items. At no time will the State be responsible for or accept liability for any vendor-owned items.

1.13 PUBLICITY

News releases pertaining to the RFQ or the services, study, data, or project to which it relates will not be made without prior written approval of the SEOC Director, and then only in accordance with the explicit written instructions from the Director. No results of the program are to be released without prior written approval from the SEOC Director, and then only to persons designated.

1.14 CONFIDENTIALITY

The qualified vendor shall be bound to confidentiality of any information that its employees may become aware of during the course of performance of contracted tasks in any resulting contract. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for cancellation of any resulting contract.

1.15 NEGOTIATIONS

As provided in this Request for Qualifications and under regulations, discussions may be conducted with responsible vendor(s) who submit response(s) determined to be reasonably susceptible of being selected for award for the purpose of obtaining clarification of RFQ response and negotiation for best and final offers.

SECTION 2 GENERAL REQUIREMENTS

2.0 PRIME CONTRACTOR RESPONSIBILITY

- A. The selected vendor(s) for any contract resulting from this RFQ will be required to assume prime contractor responsibility for the contract and will be the sole point of contact. It will be the responsibility of the contractor to verify completeness of service, and its suitability to meet the needs of the SEOC.
- B. The SEOC reserves the right to interview the key personnel assigned by the successful vendor to the project and to recommend and/or require reassignment of personnel deemed unsatisfactory by the department.
- C. The SEOC reserves the right to approve subcontractors and to require primary contractors to replace subcontractors who are found to be unacceptable on any contract resulting from this RFQ. All such requests must be submitted by SEOC to OSP prior to making any request to the vendor.
- D. If any part of the work is to be subcontracted as a result of a contract award, SEOC must be given a list of subcontractors, including :
 - 1. firm name and address,
 - 2. contact person,
 - 3. complete description of work to be subcontracted, and
 - 4. descriptive information concerning subcontractor's organizational activities.
- E. The vendor shall give the SEOC immediate notice in writing by certified mail of any action or suit filed and prompt notice of any claim made against the vendor by any subcontractor which, in the opinion of the vendor, may result in litigation related in any way to any contract resulting from this RFQ or the State.
- F. The selected vendor for any contract resulting from this RFQ will be required to assume responsibility for all services obtained under contracts resulting from this RFQ. .

SECTION 3 SCOPE OF WORK

3.0 SPECIFIC REQUIREMENTS

The vendor shall furnish all labor, food and supplies, tools and equipment necessary to execute and complete the scope of work specified in this RFQ and any resulting contract. A general list of SEOC kitchen inventory is in Attachment 1.

Vendors should respond to each item in scope of work.

Responses will be reviewed by OSP to ensure that all mandatory requirements have been met. An evaluation committee established by SEOC will evaluate the responses and qualify vendor(s) based on their responses to the criterion outlined in the RFQ.

A Qualified Vendors List will be established for the agency. SEOC will request price quotes from all qualified vendors for the NLE and on an as needed basis for other disaster situations.

3.1 SCOPE OF WORK: Meal service Administration and Personnel, Site Access, Mobilization, and Clean-up.

NLE 11 will be conducted May 16-20, 2011. The SEOC will activate and conduct 24 hour operations May 16-18 (12 hour shifts) and 8 hours on May 19. The operations on May 20 will be off-site and will not require meals.

The scope of work for the NLE includes the operational hours listed above for May 16-19. Meals will include one primary meal and two snacks for each of the seven operational periods. Primary meals are considered to include an entrée with appropriate side items, a desert, and a drink. Snacks will include a drink and a pastry, cookie or other like items.

Meal preparation will be conducted at the SEOC located at Building 9501, Camp Joseph T. Robinson, North Little Rock, AR.

In any NLE contract resulting from this RFQ, the contractor shall:

- Provide meals and snacks for 290 personnel per operational period. (580 people per day)
- Provide personnel sufficient to prepare meals and snacks, serve, and clean service area and preparation area per operational period.
- Provide a list of all personnel no less than 14 days prior to contract start. All vendor personnel must submit to a background check. The attached (Attachment 2) Background Check Authorization form must be completed on each individual and submitted with the vendor's list of personnel.
- Vendor shall be responsible to mobilize personnel, food items, paper goods and any other necessary temporary equipment/supplies necessary to perform the required scope of work.
- Vendor shall remove all temporary equipment/supplies, left over materials from site and clean existing service area and preparation area.
- All consumables, to include food items, paper goods, cleaning materials, etc. will be agreed upon by Vendor, and the Agency no less than 14 days prior to the NLE.
- Meals and snacks will be served based on the following schedule:

9am/pm	Snack
12pm/am	Primary Meal
3pm/am	Snack

Shifts will operate from 7 am to 7 pm and from 7 pm to 7 am. The schedule above includes two snacks and one primary meal per shift.

3.2 PROJECT UNDERSTANDING

Vendor shall provide a description of how they plan to implement the meal service required for the NLE.

3.3 PERFORMANCE REQUIREMENTS

Prior to any contract resulting from this RFQ, the contractor shall provide an overview summarizing years of experience as a food service vendor, the number of staff available to complete the scope of work and the amount of time required to mobilize staff following notification by the SEOC.

The service shall be considered complete when all work specified in any resulting contract has been completed and approved by the SEOC. Final payment for the service shall not be made until the SEOC receives a completed invoice from the contractor. All reports and invoices shall be submitted within thirty (30) days of completion of the service.

3.4 WALK THROUGH

Vendors may request a tour of the service area prior to submitting qualifications. Contact Eric Witt at 501-683-6756 or Eric.Witt@adem.arkansas.gov to set up an appointment.

SEOC reserves the right to interview vendors determined to be reasonably susceptible of being selected for an award.

SECTION 4 – RFQ SUBMISSION REQUIREMENTS

4.0 PROJECT ADMINISTRATION AND PERSONNEL

All respondents must submit a detailed description of their access to the labor, materials, tools, equipment and any required license necessary to accomplish the scope of work. All third party services utilized or equipment rental proposed to be used to accomplish the scope of work shall be detailed.

The respondent's RFQ response should address overall project management, compliance with applicable regulatory requirements, and quality control.

4.1 VENDOR PROFILE

Supply the following information about your organization:

- Name
- Home office address
- Nearest sale/support office address
- Name, title, telephone, fax, and email address of contact person
- Number of years in business: The offeror shall detail how many years the organization has been in this type of business. Offeror shall have been in business for a minimum of 3 (three) years.
- Vendor shall detail the qualifications and number of staff committed to delivery of services.
- Vendor references (Attachment 3). If unfavorable information is obtained from contact with references, the offeror may be deemed a non-responsible vendor and the RFQ response may be rejected.

4.2 PERFORMANCE REQUIREMENTS

A. Detail how the vendor will respond to mobilization requests in the case of a disaster: Vendor shall be able to commence work within 24 (twenty four) hours after notification of an emergency.

B. List qualified personnel: Offeror shall have, on staff, personnel with a minimum of 3 (three) years experience in food service.

4.3 INSURANCE

Offeror shall provide proof of general liability insurance in the amount of \$100,000.00.

4.3 LIENS

Vendor must disclose any current liens filed against the vendor by a State Agency. This information may result in declaring the bidder non responsible.

TERMS & CONDITIONS

1. **GENERAL:** Any special terms and conditions included in the RFQ override these standard terms and conditions. The standard terms and conditions and any special terms and conditions become part of any contract entered into if any or all parts of the RFQ are accepted by the State of Arkansas.
2. **ACCEPTANCE AND REJECTION:** The State reserves the right to accept or reject all or any part of an RFQ or any and all RFQs, to waive minor technicalities, and to award the RFQ to best serve the interest of the State.
3. **RFQ SUBMISSION:** RFQs must be submitted to the Office of State Procurement on this form, with attachments when appropriate, on or before the date and time specified for RFQ opening. If this form is not used, the RFQ may be rejected. The RFQ must be typed or printed in ink. The signature must be in ink. Unsigned RFQs will be disqualified. The person signing the RFQ should show title or authority to bind his firm in a contract. Each RFQ should be placed in a separate envelope completely and properly identified. Late RFQs will not be considered under any circumstances.
4. **PRICES:** Quote F.O.B. destination. Bid the unit price. In case of errors in extension, unit prices shall govern. Prices are firm and not subject to escalation unless otherwise specified in the bid invitation. Unless otherwise specified, the bid must be firm for acceptance for thirty days from the bid opening date. "Discount from list" bids are not acceptable unless requested in the bid invitation.
5. **QUANTITIES:** Quantities stated in term contracts are estimates only, and are not guaranteed. Bid unit price on the estimated quantity and unit of measure specified. The State may order more or less than the estimated quantity on term contracts. Quantities stated on firm contracts are actual requirements of the ordering agency.
6. **BRAND NAME REFERENCES:** Any catalog brand name or manufacturer's reference used in the RFQ invitation is descriptive only, not restrictive, and used to indicate the type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than referenced specifications, the bid must show the manufacturer, brand or trade name, and other descriptions, and should include the manufacturer's illustrations and complete descriptions of the product offered. The State reserves the right to determine whether a substitute offered is equivalent to and meets the standards of the item specified, and the State may require the bidder to supply additional descriptive material. The bidder guarantees that the product offered will meet or exceed specifications identified in this bid invitation. If the bidder takes no exception to specifications or reference data in this bid he will be required to furnish the product according to brand names, numbers, etc., as specified in the invitation.
7. **GUARANTY:** All items bid shall be newly manufactured, in first-class condition, latest model and design, including, where applicable, containers suitable for shipment and storage, unless otherwise indicated in the bid invitation. The bidder hereby guarantees that everything furnished hereunder will be free from defects in design, workmanship and material, that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which it was furnished. The bidder further guarantees that if the items furnished hereunder are to be installed by the bidder, such items will function properly when installed. The bidder also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling and registration. The bidder's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified herein.
8. **SAMPLES:** Samples or demonstrators, when requested, must be furnished free of expense to the State. Each sample should be marked with the bidder's name and address, bid number and item number. If samples are not destroyed during reasonable examination they will be returned at bidder's expense, if requested, within ten days following the opening of bids. All demonstrators will be returned after reasonable examination.
9. **TESTING PROCEDURES FOR SPECIFICATIONS COMPLIANCE:** Tests may be performed on samples or demonstrators submitted with the bid or on samples taken from the regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specifications, the cost of the sample used and the reasonable cost of the testing shall be borne by the bidder.
10. **AMENDMENTS:** The RFQ cannot be altered or amended after the opening except as permitted by regulation.
11. **TAXES AND TRADE DISCOUNTS:** Do not include state or local sales taxes in the bid price. Trade discounts should be deducted from the unit price and the net price should be shown in the bid.

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12. AWARD: Term Contracts: A contract award will be issued to the successful bidder. It results in a binding obligation without further action by either party. This award does not authorize shipment. Shipment is authorized by the receipt of a purchase order from the ordering agency. Firm Contracts: A written state purchase order authorizing shipment will be furnished to the successful bidder.

13. LENGTH OF CONTRACT: The RFQ will show the period of time the term contract will be in effect.

14. DELIVERY ON FIRM CONTRACTS: The invitation for bid will show the number of days to place a commodity in the ordering agency's designated location under normal conditions. If the bidder cannot meet the stated delivery, alternate delivery schedules may become a factor in an award. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere and any additional cost will be borne by the vendor.

15. DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.

16. STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.

17. DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Back orders, default in promised delivery, or failure to meet specifications authorize the Office of State Procurement to cancel this contract or any portion of it and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. Consistent failure to meet delivery without a valid reason may cause removal from the bidders list or suspension of eligibility for award.

18. VARIATION IN QUANTITY: The State assumes no liability for commodities produced, processed or shipped in excess of the amount specified on the agency's purchase order.

19. INVOICING: The contractor shall be paid upon the completion of all of the following: (1) submission of an original and the specified number of copies of a properly itemized invoice showing the bid and purchase order numbers, where itemized in the invitation for bid, (2) delivery and acceptance of the commodities and (3) proper and legal processing of the invoice by all necessary State agencies. Invoices must be sent to the "Invoice To" point shown on the purchase order.

20. STATE PROPERTY: Any specifications, drawings, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for use hereunder shall remain property of the State, be kept confidential, be used only as expressly authorized and returned at the contractor's expense to the F.O.B. point properly identifying what is being returned.

21. PATENTS OR COPYRIGHTS: The contractor agrees to indemnify and hold the State harmless from all claims, damages and costs including attorneys' fees, arising from infringement of patents or copyrights.

22. ASSIGNMENT: Any contract entered into pursuant to this invitation for bid is not assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract.

23. OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the State have the right to pursue any other remedy permitted by law or in equity.

24. LACK OF FUNDS: The State may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the State. If the State is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.

25. DISCRIMINATION: In order to comply with the provision of Act 954 of 1977, relating to unfair employment practices, the bidder agrees that: (a) the bidder will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; (b) in all solicitations or advertisements for employees, the bidder will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion,

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handicap, or national origin; (c) the bidder will furnish such relevant information and reports as requested by the Human Resources Commission for the purpose of determining compliance with the statute; (d) failure of the bidder to comply with the statute, the rules and regulations promulgated thereunder and this nondiscrimination clause shall be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part; (e) the bidder will include the provisions of items (a) through (d) in every subcontract so that such provisions will be binding upon such subcontractor or vendor.

26. CONTINGENT FEE: The bidder guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the bidder for the purpose of securing business.

27. ANTITRUST ASSIGNMENT: As part of the consideration for entering into any contract pursuant to this invitation for bid, the bidder named on the front of this invitation for bid, acting herein by the authorized individual or its duly authorized agent, hereby assigns, sells and transfers to the State of Arkansas all rights, title and interest in and to all causes of action it may have under the antitrust laws of the United States or this State for price fixing, which causes of action have accrued prior to the date of this assignment and which relate solely to the particular goods or services purchased or produced by this State pursuant to this contract.

28. DISCLOSURE: Failure to make any disclosure required by Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.

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ATTACHMENT 1
Kitchen Inventory

Scoops
Potato Masher-hand
Tongs
Hand can opener
3-8 qt. saucepan w/lids
1-10 qt saucepan w/lid
3-12 qt saucepan w/lids
1-3 qt metal mixing bowl
1-6 qt metal mixing bowl
3-8 qt metal mixing bowls
3-13 qt metal mixing bowls
8- Large baking sheets
2 qt saucepan
Cast-iron skillet
1-1.5 lt .glass mixing bowl
2.5 lt. glass mixing bowl
4lt. glass mixing bowl
7 slotted spoons
3 ladles
5 large spoons
Spatulas
Wisks
2-strainers
3-splatter screens
5- Steam table servers-(lg deep rectangle)
3- Steam table servers-(small deep square)
1- Steam table servers-(small shallow square)
1- Steam table servers-(small deep rectangle)
4- Steam table servers-(large shallow rectangle)
2-2.75 qt. saucepans
14 in skillet
12 in skillet
4.5 qt saucepan
10 in skillet
2-iron 8 in square skillets
3 microwaves
2 ovens
3 freezers
Regular sized commercial coffee maker
2- lg commercial coffee makers
Toaster over
Range
Ice machine
Toaster
Electric small hand mixer
Electric can opener

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ATTACHMENT 2

ARKANSAS DEPARTMENT OF EMERGENCY MANAGEMENT

Background Check Authorization

(Please PRINT Clearly)

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Cell Phone: _____

Date of Birth: _____ Race: _____ Social Security #: _____

Driver's License #: _____ State Licensed In: _____

Please list residence address if less than 5 years at current address:

1. _____

2. _____

3. _____

4. _____

This information is being collected from you so that a background investigation can be conducted. All potential ADEM employees must submit to a background investigation prior to any employment offer. Your signature will serve as your consent for our use of your personal information in this regard.

Applicant's Name (Please Print)

Applicant's Signature

Date

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Attachment 3
Vendor's References

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. City: _____ State: _____
5. E-Mail Address: _____
6. Telephone Number and Area Code: _____
7. Description of Services Furnished: _____

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. City: _____ State: _____
5. E-Mail Address: _____
6. Telephone Number and Area Code: _____
7. Description of Services Furnished: _____

1. Company Name: _____
2. Contact Name: _____
3. Contact's Title: _____
4. City: _____ State: _____
5. E-Mail Address: _____
6. Telephone Number and Area Code: _____
7. Description of Services Furnished: _____
